

**Exhibit H**

**New M&M Lien Debt Term Sheet**

## New M&M Lien Debt Term Sheet

This term sheet (the “Term Sheet”) is Exhibit H to the Joint Chapter 11 Plan of Core Scientific, Inc. and its affiliated Debtors (the “Plan”). Capitalized terms used but not defined herein have the meanings given to them in the Plan.

Set forth below are the principal terms of each M&M Lien Takeback Debt obligation (each, an “Obligation”) to be issued to each Debt Holder (as defined herein) in respect of each M&M Lien Secured Claim of such Debt Holder. The Obligations will be subject to (a) the approval of the Bankruptcy Court and (b) emergence by the Debtors from the Chapter 11 Cases on the Effective Date, in accordance with (i) the Plan and (ii) any order entered by the Bankruptcy Court authorizing the M&M Lien Takeback Debt, which may be part of the order confirming the Plan (the “Confirmation Order”).

**Debt Issuer:** The applicable Debtor that owns or leases the real property encumbered by the M&M Liens which secure the M&M Lien Secured Claim (such Debtor, the “Issuer”), in each case, as set forth on Exhibit I attached to the Plan.

**Debt Holder:** The General Contractor which is the Holder of the M&M Lien Secured Claim (the “Debt Holder”), in each case, as set forth on Exhibit I attached to the Plan.

**Principal Amount:** The amount of the Debt Holder’s M&M Lien Secured Claim attributable to the applicable real property encumbered by the M&M Liens which secure such Debt Holder’s Allowed M&M Lien Secured Claim (such amount, the “Principal”), in each case, as set forth on Exhibit I attached to the Plan.

**Payment Recipient:** With respect to Obligations in respect of M&M Lien Secured Claims attributable to amounts secured by M&M Liens of only the Debt Holder: the Debt Holder.

With respect to Obligations in respect of M&M Lien Secured Claims attributable to amounts secured by M&M Liens of the Debt Holder and, in duplication, by M&M Liens of one or more Subcontractors: Issuer shall make payments directly to each Debt Holder and Subcontractor, pro rata in the percentages set forth next to each such Debt Holder and Subcontractor on Exhibit I attached to the Plan; *provided, however*, that upon delivery to the Issuer of a final and unconditional lien waiver and release duly

executed by a Subcontractor, in recordable form and substance sufficient to permanently waive and release such Subcontractor's M&M Liens, the Issuer shall make all further payments on account of such Obligations attributable to such Subcontractor's pro rata percentages set forth next to such Subcontractor on Exhibit I attached to the Plan directly to the Debt Holder.

Each payment made directly to a Subcontractor shall reduce the amount of such Obligation, such Debt Holder's M&M Secured Lien Claim, such Debt Holder's M&M Lien, and such Subcontractor's M&M Lien, in each case on a dollar-for-dollar basis.

**Interest Rate:** Interest shall accrue at a rate of five percent (5.00%) per annum.

**Payment Date:** The Obligations shall be payable in quarterly installments, payable on the last of each calendar quarter (each such payment date, a "Payment Date") beginning on the first such date to occur after the Effective Date (e.g., if the Effective Date is on October 1, the first monthly payment date will be December 31) (such initial payment date, the "Initial Payment Date").

**Maturity Date:** The date that is ten (10) years after the Initial Payment Date.

**Scheduled Amortization:** Years 1–2: Interest only shall be payable.  
Years 3–10: The Principal shall be fully amortized and payable in equal monthly installments.

**Collateral and Security:** Each Obligation shall be secured by the M&M Liens in favor of the Debt Holder that encumber the applicable property (the "Collateral").

**Voluntary Prepayments:** Each Issuer shall have the right, exercisable at any time and from time to time, to voluntarily prepay the M&M Lien Takeback Debt in whole or in part, without premium or penalty.  
Any voluntary prepayment of the Obligations shall be applied in inverse or direct order of maturity in the discretion of, and as

specified in a notice accompanying such prepayment from, the Issuer.

**Automatic Release of Mechanic's Liens:** Any M&M Lien (i) of a Subcontractor, (ii) of the Debt Holder, or (iii) otherwise securing an Obligation shall be fully and finally extinguished upon the repayment in full of the applicable Obligation. Upon repayment in full of an Obligation, the Issuer is authorized to record (and granted power of attorney to effectuate such recordation) final, unconditional lien waivers, releases of lien, and such other documents or certificates required to fully and unconditionally release any such M&M Lien in the applicable real property records, and each applicable clerk is directed to accept such documentation.

**Events of Default:** The occurrence of the following event shall constitute an "**Event of Default**" by Issuer: Issuer fails to pay any quarterly installment on the Payment Date when such quarterly installment becomes due, and such failure continues for sixty (60) days after the Debt Holder gives written notice thereof to Issuer.

With respect to each Obligation, unless and until an Event of Default occurs, each Debt Holder and Subcontractor whose M&M Liens secure amounts attributable to M&M Lien Secured Claims in respect of such Obligation shall be barred from foreclosing or otherwise enforcing such M&M Lien or otherwise taking adverse action against the Issuer of such Obligation with regard to any amounts secured by such M&M Lien.

**Governing Law:** With respect of each Obligation, the State in which the real property encumbered by the M&M Liens securing the M&M Lien Secured Claims in respect of such Obligations is situated.

**Documentation:** Each M&M Lien Takeback Debt Obligation shall be automatically deemed to be issued upon the Effective Date of the Plan.

**Exhibit I**

**M&M Lien Claims Schedule**

## M&M Lien Claims Schedule<sup>1</sup>

Real Property Owned or Leased by Debtors	Lienholder/ Claimant	General Contractor or Subcontractor	General Contractor under applicable General Contract which gives rise to the M&M Liens and/or Claims	Proof of Claim Numbers Filed by Lienholder/ Claimant	Allowed Unsecured Claim Amount	Amount of Allowed M&M Lien <sup>2</sup>	Amount of Allowed M&M Lien Secured Claim <sup>3</sup> (which shall equal the amount of M&M Lien Takeback Debt to be issued to each General Contractor)	Amount of applicable M&M Takeback Debt to be repaid directly to such General Contractor or Subcontractor	Pro Rata Percentage of applicable M&M Lien Takeback Debt to be repaid directly to such General Contractor or Subcontractor
Denton	McCarthy Building Companies, Inc.	General Contractor	McCarthy Building Companies, Inc.	468	\$1,746,915.35	\$17,052,583.65	\$17,052,583.65	\$5,814,510.32	34.10%
Denton	Sure Steel – Texas, L.P.	Subcontractor	McCarthy Building Companies, Inc.	110	\$0	\$695,277.03	\$0	\$695,277.03	4.08%
Denton	Way Mechanical	Subcontractor	McCarthy Building Companies, Inc.	N/A	\$0	\$436,029.00	\$0	\$436,029.00	2.56%

<sup>1</sup> This schedule assumes approval is obtained with respect to all M&M Lien and Claim settlements for which the Debtors have entered into binding term sheets or settlement agreements with a Lienholder / Claimant for which the Debtors have sought, or intend to seek, Bankruptcy Court approval.

<sup>2</sup> The proposed allowed amount of each M&M Lien set forth on this Schedule is subject to the Debtors' ongoing analysis regarding whether each M&M Lien is valid and was properly perfected in accordance with applicable law.

<sup>3</sup> The proposed allowed amount of each M&M Lien Secured Claim set forth on this Schedule is subject to the Debtors' ongoing analysis regarding whether each of the related M&M Liens are valid and were properly perfected in accordance with applicable law.

Real Property Owned or Leased by Debtors	Lienholder/ Claimant	General Contractor or Subcontractor	General Contractor under applicable General Contract which gives rise to the M&M Liens and/or Claims	Proof of Claim Numbers Filed by Lienholder/ Claimant	Allowed Unsecured Claim Amount	Amount of Allowed M&M Lien <sup>2</sup>	Amount of Allowed M&M Lien Secured Claim <sup>3</sup> (which shall equal the amount of M&M Lien Takeback Debt to be issued to each General Contractor)	Amount of applicable M&M Takeback Debt to be repaid directly to such General Contractor or Subcontractor	Pro Rata Percentage of applicable M&M Lien Takeback Debt to be repaid directly to such General Contractor or Subcontractor
Denton	McCorvey Sheet Metal Works, LP	Subcontractor	McCarthy Building Companies, Inc.	N/A	\$0	\$20,895.50	\$0	\$20,895.50	0.12%
Denton	BEAM Concrete Construction, Inc.	Subcontractor	McCarthy Building Companies, Inc.	187	\$0	\$878,306.82	\$0	\$878,306.82	5.15%
Denton	Humphrey & Associates, Inc.	Subcontractor	McCarthy Building Companies, Inc.	510	\$0	\$7,036,021.06	\$0	\$7,036,021.06	41.26%
Denton	Imperial Fire Protection, LLC	Subcontractor	McCarthy Building Companies, Inc.	122	\$0	\$209,210.00	\$0	\$209,210.00	1.23%
Denton	ABLE Communications, Inc.	Subcontractor	McCarthy Building Companies, Inc.	538	\$0	\$1,094,850.64	\$0	\$1,094,850.64	6.42%
Denton	Pillar Electric Group, LP	Subcontractor	McCarthy Building Companies, Inc.	N/A	\$0	\$28,266.49	\$0	\$28,266.49	0.17%

Real Property Owned or Leased by Debtors	Lienholder/ Claimant	General Contractor or Subcontractor	General Contractor under applicable General Contract which gives rise to the M&M Liens and/or Claims	Proof of Claim Numbers Filed by Lienholder/ Claimant	Allowed Unsecured Claim Amount	Amount of Allowed M&M Lien <sup>2</sup>	Amount of Allowed M&M Lien Secured Claim <sup>3</sup> (which shall equal the amount of M&M Lien Takeback Debt to be issued to each General Contractor)	Amount of applicable M&M Takeback Debt to be repaid directly to such General Contractor or Subcontractor	Pro Rata Percentage of applicable M&M Lien Takeback Debt to be repaid directly to such General Contractor or Subcontractor
Denton	Power Engineering Services, Inc.	Subcontractor	McCarthy Building Companies, Inc.	N/A	\$0	\$98,440.00	\$0	\$98,440.00	0.58%
Denton	North Texas Contracting, Inc.	Subcontractor	McCarthy Building Companies, Inc.	N/A	\$0	\$189,425.90	\$0	\$189,425.90	1.11%
Denton	RPM xConstruction, LLC	Subcontractor	McCarthy Building Companies, Inc.	N/A	\$0	\$19,394.12	\$0	\$19,394.12	0.11%
Denton	BURNCO Texas LLC	Subcontractor	McCarthy Building Companies, Inc.	N/A	\$0	\$531,956.77	\$0	\$531,956.77	3.12%
Denton	Housley Communications	Subcontractor	McCarthy Building Companies, Inc.	167	\$0	\$0	\$0	\$0	0%